

# ***EXHIBIT A***

BRANDON J. BRODERICK, ESQ.  
ATTORNEY I.D.# 009462006  
BRANDON J. BRODERICK, LLC  
65 East Route 4, First Floor  
River Edge, New Jersey 07661  
Attorney for Plaintiff  
(201) 853-1505

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TAMMY CARRERO,  
Plaintiff,  
v.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY

DOCKET NO.: HUD-L-

BJ's WHOLESALE CLUB, INC.,  
JOHN DOE 1-10 fictitiously  
named), ABC CO. 1-10  
(fictitiously named), and XYZ  
CORPORATIONS 1-10  
(fictitiously named  
construction, maintenance,  
repair, and/or property  
management corporations),

**Civil Action**

**COMPLAINT  
and  
JURY DEMAND**

Defendants.

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The Plaintiff, TAMMY CARRERO, residing at 36 Grove Street,  
3<sup>rd</sup> Floor, in the Town of Kearny, Hudson County, New Jersey, by way  
of Complaint against the Defendants, says:

**FIRST COUNT**

1. On or about the 31st day of August, 2020, the Plaintiff,  
TAMMY CARRERO, was lawfully on the premises located at or near 180  
Passaic Avenue, in the Town of Kearny, Hudson County, New Jersey.

2. At the same time, the Defendants, BJ's WHOLESALE CLUB, INC., JOHN DOE 1-10 (fictitiously named), ABC CO. 1-10 (fictitiously named), and XYZ CORPORATIONS 1-10 (fictitiously named construction, maintenance, repair, and/or property management corporations), were the owners or were in control and operation of the premises.

3. At the same time, the Defendants, through arrangement, agreement, or acts or omission of agent, servant, employee, were responsible for the construction, remodeling, maintenance, repair, management, supervision or upkeep of the premises.

4. At the same time and place, the Defendants negligently and carelessly allowed a dangerous and hazardous condition to exist on the property or failed to warn of same which caused Plaintiff to sustain injuries.

5. As a direct and proximate cause of the foregoing, Plaintiff was caused to sustain serious and permanent injuries, has suffered great pain, shock and mental anguish and was and still is incapacitated and will be permanently disabled and has in the past and will in the future be caused to expend substantial sums of money for needed treatment.

6. Plaintiff has complied with all conditions precedent to suit.

**WHEREFORE**, Plaintiff, TAMMY CARRERO, demands judgment against the Defendants, BJ's WHOLESALE CLUB, INC., JOHN DOE 1-10 (fictitiously named), ABC CO. 1-10 (fictitiously named), and XYZ CORPORATIONS 1-10 (fictitiously named construction, maintenance, repair, and/or property management corporations), jointly, severally or in the alternative, for damages, together with interest, costs of suit and attorney's fees.

**SECOND COUNT**

1. Plaintiff repeats and reiterates each and every allegation contained in the First Count of the Complaint as if the same were fully set forth herein at length.

2. Defendants negligently hired, trained, supervised, and/or managed its agents, servants and/or employees, which negligence was a proximate cause of plaintiff's injuries.

3. Defendants, through their agents, servants and/or employees contributed to plaintiff's injuries by failing to provide adequate security, to properly secure the subject premises, and/or to eliminate conditions on the property that encourage criminal or other behavior that could foreseeably lead to bodily injury, and/or failed to warn of same.

**WHEREFORE**, Plaintiff, TAMMY CARRERO, demands judgment against the Defendants, BJ's WHOLESALE CLUB, INC., JOHN DOE 1-10 (fictitiously named), ABC CO. 1-10 (fictitiously named), and XYZ CORPORATIONS 1-10 (fictitiously named construction, maintenance,

repair, and/or property management corporations), jointly, severally or in the alternative, for damages, together with interest, costs of suit and attorney's fees.

**DESIGNATION OF TRIAL COUNSEL**

Plaintiff hereby designates Brandon J. Broderick, Esq. as designated trial counsel pursuant to R.4:5-1 (c).

**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues herein.

**DEMAND FOR ANSWERS TO INTERROGATORIES**

Pursuant to Rule 4:17-1 et seq., plaintiff hereby demands that all defendants provide answers to Uniform Interrogatories.

**DEMAND FOR PRODUCTION OF DOCUMENTS**

Demand is hereby made for the production of all documents referred to in the following Notice to Produce.

**NOTICE TO PRODUCE**

Plaintiff hereby demands that all defendants provide the following documents:

1. Clear and legible copies of any signed or unsigned statements from any eyewitnesses to any aspect of the incident set forth in the Plaintiff's Complaint.
2. Clear and legible copies of all liability expert witness reports that the Defendant intend to rely upon at the time of trial.
3. All photographs of the location of the incident described in the Plaintiff's Complaint.



4. The names and addresses of all proposed witnesses for the Defendants.
5. Any and all videotapes of the incident described in Plaintiff's complaint.

**TIME-UNIT ARGUMENT**

Please take notice that pursuant to Rule 1:7-1, plaintiff reserves the right to use a time-unit argument with reference to unliquidated damages.

**DEMAND TO PRESERVE EVIDENCE**

All defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to plaintiff's employment, to plaintiff's cause of action and/or prayers for relief, to any defenses to same, and pertaining to any party, including, but not limited to, electronic data storage, closed circuit TV footages, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages and any and all online social work or related websites, entries on social networking sites (including, but not limited to, Facebook, Twitter, MySpace, etc.) and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation, Failure to do so will result in separate claims for spoliation of evidence and/or for appropriate adverse inferences.

**CERTIFICATION PURSUANT TO RULE 4:5-1**

Pursuant to Rule 4:5-1, the undersigned certifies that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.

BRANDON J. BRODERICK, LLC

A handwritten signature in blue ink, appearing to be 'BJB', is written over a horizontal line.

Brandon J. Broderick, Esq.  
Attorney for Plaintiff

Dated: January 20, 2021

## Civil Case Information Statement

### Case Details: HUDSON | Civil Part Docket# L-000341-21

**Case Caption:** CARRERO TAMMY VS BJ'S WHOLESALE CLUB, INC.

**Case Initiation Date:** 01/25/2021

**Attorney Name:** BRANDON JAMES BRODERICK

**Firm Name:** BRANDON J. BRODERICK, ESQ. LLC

**Address:** 65 EAST ROUTE 4 1ST FL

RIVER EDGE NJ 07661

**Phone:** 2018531505

**Name of Party:** PLAINTIFF : CARRERO, TAMMY

**Name of Defendant's Primary Insurance Company**

(if known): Unknown

**Case Type:** PERSONAL INJURY

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 6 JURORS

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**Are sexual abuse claims alleged by: TAMMY CARRERO?** NO

### THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category: Putative Class Action?** NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

01/25/2021

Dated

/s/ BRANDON JAMES BRODERICK

Signed



# ***EXHIBIT B***



John M. McConnell | Partner  
Direct 609.986.1326 | [jmcconnell@goldbergsegalla.com](mailto:jmcconnell@goldbergsegalla.com)

January 27, 2021

***BY REGULAR MAIL, EMAIL, and FAX***

***[BrandonBroderick@lawyer-emails.com](mailto:BrandonBroderick@lawyer-emails.com), 201-489-0878***

Brandon J. Broderick, Esq.  
65 East Route 4, First Floor  
River Edge, NJ 07661

**Re: Carrero v. BJ's Wholesale Club, Inc.  
Docket No. HUD-341-21**

Dear Brandon,

Please be advised that we represent Defendant BJ's Wholesale Club, Inc. in this case. Enclosed please find a Stipulation to Limit Damages. If your client does not sign and return the Stipulation to Limit Damages by the close of business tomorrow we will immediately take steps to remove this matter to the Federal Court. Thank you.

Sincerely,

*s/ John M. McConnell*  
John M. McConnell

JMM:ks

Enclosure

**Please send mail to our scanning center at: PO Box 580, Buffalo NY 14201**

**John M. McConnell, Esq. [#028152006]**

Goldberg Segalla LLP

Mailing Center: PO Box 580, Buffalo, NY 14201

301 Carnegie Center, Suite 200

Princeton, NJ 08540

609-986-1300

609-986-1301 (fax)

*Attorneys for Defendant BJ's Wholesale Club, Inc.*

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TAMMY CARRERO

Plaintiff,

v.

BJ'S WHOLESALE CLUB, INC., JOHN  
DOE 1-10 (fictitiously named), and XYZ  
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construction, maintenance, repair, and/or  
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Defendants.

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:  
: **SUPERIOR COURT OF NEW JERSEY**  
: **LAW DIVISION: HUDSON COUNTY**  
: **DOCKET NO.: HUD-L-341-21**

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: **STIPULATION TO LIMIT DAMAGES**  
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Plaintiff Tammy Carrero (hereinafter referred to as "Plaintiff") and Defendant BJ's Wholesale Club, Inc. (hereinafter referred to as "Defendant BJ's") hereby understand and agree to the following:

1. Defendant BJ's has the right, pursuant to 28 U.S.C. §1441 to remove the above captioned matter to Federal Court;
2. Defendant BJ's is willing to forego this right in exchange for the agreement of Plaintiff to limit the damages which Plaintiff is entitled to recover in the above captioned matter, if any;  
and
3. In reliance upon the expressed agreement of Plaintiff and Defendant BJ's to the limitation of damages set forth herein, Defendant BJ's will agree not to exercise its right to remove the above captioned matter to the Federal Court.

Therefore, on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, Plaintiff and Defendant BJ's hereby stipulate and agree that the full amount and/or value of any and all damages (including interest, fees and costs) to which Plaintiff may be entitled in the above captioned matter shall not exceed seventy-five thousand dollars and zero cents (\$75,000.00).

**BRANDON J. BRODERICK, LLC**

Attorneys for Plaintiff Tammy  
Carrero

**GOLDBERG SEGALLA, LLP**

Attorneys for Defendant BJ's Wholesale Club,  
Inc.

By: \_\_\_\_\_  
Brandon J. Broderick, Esq.

By: \_\_\_\_\_  
John M. McConnell, Esq.

Dated:

Dated: